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VIA EMAIL

Judge Marcia M. Henry  
United States District Court  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, New York 11201

Re: *Nettles v. Zoom 34 LLC et al.*  
25-cv-00334

Dear Judge Henry:

I represent the Plaintiff in the above-referenced matter. I am writing to provide status of the settlement pursuant to the Court's January 12 Order and to oppose Defendant's request for an extension of time to file the Stipulation of Dismissal (DE 31). The Parties have been unable to reach an Agreement in this case, as Defendant has refused to resolve the matter consistent with the agreement reached at the January 9 settlement conference. Plaintiff provides a summary of what has transpired without disclosing confidential settlement discussions. Briefly, Defendant has refused to enter into any agreement which allows Plaintiff to seek default judgments against the non-appearing tenant Defendants in violation of this Court's January 12 Order.

Immediately after the settlement conference, Plaintiff forwarded a settlement agreement to Defendant reflecting the agreement reached at the settlement conference. After waiting over two weeks, Plaintiff finally received back the simple four-page Agreement. Defendant had changed the Agreement to bar Plaintiff from seeking default judgments against the tenants, demanding that he forego any remediations to the tenant spaces whatsoever.

Defendant's counsel followed up in emails stating that Defendant would not settle the case without a dismissal of all claims with prejudice and then proceeded to

verbally attack the undersigned to the point that I almost immediately filed a complaint with the disciplinary committee.

Instead of filing a complaint, Plaintiff spent significant time to provide Defendant with a new proposal, less favorable to Plaintiff and the undersigned, that would address Defendant's concerns, to resolve the matter without court intervention and further upset.

Although Defendant states we reached a settlement in principle regarding Plaintiff's proposal, Plaintiff has yet to receive the revised agreement and has no idea to what Defendant will ultimately agree. The dates stated in the draft agreement have already passed. Plaintiff mistakenly believed that the matter was settled at the January 9 conference only to be disappointed, mocked and threatened. Plaintiff no longer believes that Defendant is negotiating this matter in good faith.

Plaintiff has made good faith efforts to resolve this matter since the beginning of this case to no avail. Plaintiff is now respectfully requesting that the matter be allowed to move forward, so that Plaintiff can receive the relief he has sought since this case was commenced over a year ago. Thank you/

Respectfully submitted,

/s/ Jennifer E. Tucek  
Jennifer E. Tucek